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itors, etc., shall be void, is sufficiently broad to afford relief to subsequent creditors.

[Ed. Note.—For other cases see *Fraudulent Conveyances*, Cent. Dig. §§ 631, 633; Dec. Dig. § 208.\* 6 Va.-W. Va. Enc. Dig. 631, 640.]

**2. Lis Pendens (§ 3\*)—Actions Affecting Property Involved—Lien—Waiver.**—Where a suit was brought to set aside a conveyance to secure a creditor, and before the suit had matured the lien was released, and there was no allegation of fraud, except as to the conveyance attacked, which transferred a shifting stock of merchandise, but plaintiff, in addition, assented to the debtor's continuing his business until other creditors had been paid in full and complainant had received from sales of the debtor's property more than half of its debt, but took no steps to perfect a statutory lien on the merchandise, which finally passed into the hands of trustees with complainant's assent, any lien that it might otherwise have obtained by filing a lis pendens, as provided by Code 1904, § 2460, was waived.

[Ed. Note.—For other cases, see *Lis Pendens*, Cent. Dig. §§ 3-8; Dec. Dig. § 3.\* 9 Va.-W. Va. Enc. Dig. 456-7.]

Appeal from Circuit Court, Pulaski County.

Suit by the Quinn-Marshall Company against R. A. Whittaker and others. Decree for complainant for less than the relief demanded, and it appeals. Affirmed.

*Wysor & Gardner*, of Pulaski, for appellant.

*H. C. Gilmer* and *A. T. Eskridge*, both of Pulaski, for appellees.

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NATIONAL UNION FIRE INS. CO. *v.* BURKHOLDER.

Nov. 12, 1914.

[83 S. E. 404.]

**1. Appeal and Error (§ 999\*)—Verdict—Conclusiveness.**—Questions fairly submitted to the jury are concluded by the verdict.

[Ed. Note.—For other cases, see *Appeal and Error*, Cent. Dig. §§ 3912-3921, 3923, 3924; Dec. Dig. § 999.\* 1 Va.-W. Va. Enc. Dig. 438.]

**2. Trial (§ 75\*)—Objections—Time.**—Where the insurer claimed that the insurance was excessive, and admitted without objection evidence that the house could be rebuilt for \$800, its objection to the competency of evidence that it would cost \$1,200 or more to rebuild was properly overruled.

[Ed. Note.—For other cases, see *Trial*, Cent. Dig. §§ 171-182, 252; Dec. Dig. § 75.\* 5 Va.-W. Va. Enc. Dig. 369.]

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

**3. Insurance (§ 660\*)—Action on Policy—Evidence—Value.**—In an action on a policy entitling insured to recover three-fourths of the actual cash value of the building at the time of the fire, evidence of the cost of rebuilding was admissible on the question of its cash value at the time of the loss.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 1695; Dec. Dig. § 660.\* 6 Va.-W. Va. Enc. Dig. 122.]

**4 Evidence (§ 152\*)—Relevancy—Character.**—Where the insurer claimed that the insurance was excessive, evidence as to the honesty of the plaintiff's husband, in no way involved in the case, was inadmissible, under the general rule that in a civil action neither the character of the parties nor of any other person can be inquired into.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. § 441; Dec. Dig. § 152.\* 6 Va.-W. Va. Enc. Dig. 122.]

**5. Insurance (§ 660\*)—Action on Policy—Evidence—Value.**—Where the evidence did not show that the property had been fraudulently overvalued for insurance, evidence as to the amount of insurance witness carried on the property prior to the date of the policy was immaterial.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 1695; Dec. Dig. § 660.\* 6 Va.-W. Va. Enc. Dig. 122.]

**6. Insurance (§ 76\*)—Action on Policy—Sufficiency of Evidence—Agency.**—In an action on a fire insurance policy, evidence held to show that the person negotiating it was the authorized local representative of an insurance agency representing the insurer.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 101; Dec. Dig. § 76.\* 6 Va.-W. Va. Enc. Dig. 122.]

**7. Insurance (§ 73\*)—Agency for Insurer—Agent.**—The local representative of the general agent of the insurer, who effected the insurance, delivered the policy, and collected the premium, was the "agent" of the insurer.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 99, 100; Dec. Dig. § 73.\* 7 Va.-W. Va. Enc. Dig. 761.]

**8. Insurance (§ 378\*)—Waiver—Notice to Agent.**—Notice of the breach of any condition of a policy given to the local agent of the insurer, authorized to contract for risks, deliver policies, and collect premiums, was notice to the insurer.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 968-997; Dec. Dig. § 378.\* 7 Va.-W. Va. Enc. Dig. 764; 6 Va.-W. Va. Enc. Dig. 90, 99.]

**9. Insurance (§ 282\*)—Interest of Insured.**—Where the husband of the insured, before the insurance was effected, had purchased the property for her benefit, she paying the entire purchase money, although the deed was made to him, the policy was not void on the

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

ground that the legal title was not in the insured when it was effected.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 601-635; Dec. Dig. § 282.\* 6 Va.-W. Va. Enc. Dig. 65.]

**10. Insurance (§ 378\*)—Waiver—Agent's Knowledge as to Insurer's Interest.**—Where the fact that the property insured stood in the name of the husband of the insured was known to defendant's local and general agents, or could have been readily known, such knowledge was imputed to the insurer, and amounted to a waiver of the provision that the insured must be the sole and unconditional owner when the policy issued.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 968-997; Dec. Dig. § 378.\* 6 Va.-W. Va. Enc. Dig. 87-93.]

**11. Insurance (§ 533\*)—Proof of Loss—Sufficiency.**—In an action on a fire policy, all that is required of the insured is a reasonable and substantial compliance with its requirements as to proof of loss.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 1320; Dec. Dig. § 533.\* 6 Va.-W. Va. Enc. Dig. 102.]

**12. Insurance (§ 559\*)—Proof of Loss—Necessity.**—Even though proof of loss was not in substantial compliance with the requirement of the policy, it would not defeat recovery, where the insurer repudiated any liability on the ground that the interest of insured was not truly stated in the policy.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 1391, 1392; Dec. Dig. § 559.\* 6 Va.-W. Va. Enc. Dig. 99.]

Appeal from Circuit Court, Shenandoah County.

Action by Emma C. Burkholder against the National Union Fire Insurance Company. Judgment for plaintiff, and defendant appeals. Affirmed.

*Walton & Walton*, of Woodstock, for plaintiff in error.

*Tavener & Bauserman*, of Woodstock, for defendant in error.

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.